

ADDENDUM C HOME BASED SERVICES

This Addendum C dated _____, 200__, amends, modifies and supplements that certain Agreement for Purchase of Services ("Agreement") dated _____, 200__, between the Fairfax-Falls Church Community Policy and Management Team ("CPMT") or the Fairfax County Department of Family Services ("DFS"), as the case may be, hereinafter referred to as the "Buyer" and _____, hereinafter referred to as the "Provider".

Where there exists any inconsistency between the Agreement and Addendum C the provisions of Addendum C control. This Addendum C reflects those services which the Provider agrees to make available to the Buyer. The services to be provided to each child and the child's family will be in accordance with that child's Individualized Service Plan (IFSP) with a review of the applicable document by the Buyer and Provider within thirty (30) days after services are initiated. The provider shall be listed on the Service Fee Directory. Terms not otherwise defined herein or on the Rate Sheet shall have the same meanings ascribed to them in the Agreement.

SPECIFIC TERMS AND CONDITIONS

Provider agrees to the following provisions:

1. **SERVICE PLAN:** The Provider shall provide services as defined on the attached Rate Sheet to the child and the child's family in accordance with the IFSP and the Service Plan as developed by the Provider, hereinafter called "SP".

The SP shall be developed in collaboration with the CPMT case manager, the child, the child's family and the Child Specific Team (CST), and the provider. Goals shall be child specific and family specific and in agreement with the IFSP. Goals shall be behavior specific and shall have measurable objectives attached. The CPMT case manager must approve any proposed changes in goals and in the SP.

2. **HOURS OF SERVICE:** The Provider will render the child and family with hours of service per quarter as agreed upon by the CPMT case manager and approved by the Family Assessment and Planning Team (FAPT). An increase in the agreed upon hours of service per quarter must be approved in advance by the CPMT case manager and the FAPT. Approval is conveyed through a revised Purchase of Service Order. Contracting for a total number of hours provides flexibility. If there is an emergency in one week and the child and family needs increased hours, the Provider may provide the needed hours without delay. The provider shall decrease the number of hours in a non-emergency week to maintain the total number of FAPT approved quarterly hours.

No more than twenty (20) percent of the Provider's agreed upon billable hours shall include supervision, writing of reports, internal staffing and telephone calls with the Buyer.

The Provider shall not invoice the Buyer for training that employees of the Provider may receive.

The CST shall provide an estimate of number of hours and frequency per week needed to stabilize the child and family. Once the child and family are stabilized, the Provider shall discuss with the CPMT Case Manager the number of hours necessary to prevent the child's residential placement. The FAPT will reassess at least every quarter or sooner the need for continuing the home based services, the impact of the services delivered, and the funding availability for such services.

3. **CASE MANAGEMENT:** The CPMT case manager will make the final decision if conflicts arise during the course of the provision of services.
4. **EMERGENCIES:** The provider and the Buyer will provide emergency telephone contact numbers for use during the workday as well as after hours. The Provider will contact the CPMT case manager or designee before taking significant action. The Provider will contact the CPMT case manager for prior approval contingent upon the final review and approval of the FAPT if a crisis occurs that would require

hours in excess of those approved for the month.

The Provider agrees to notify the Buyer's Provider Relations Representative if:

- i.) The Provider is unable to contact the CPMT case manager or the supervisor of the CPMT case manager after a reasonable length of time as determined by the Provider.
 - ii.) There is insufficient time to transition the client following notice of termination of services by the CPMT case manager.
5. **APPEARANCES:** It is understood that in the course of the provision of services the Provider may be called upon by the CPMT case manager to appear for court hearings, meetings or case reviews. Information to be provided at such appearances may include, but is not limited to, goals, recommended services, the services provided, and the progress resulting from the service interventions. The provider will receive payment based on the actual number of hours the home based worker is required by the CPMT case manager to be present at the court hearings, meetings or case reviews.

The hours will include actual testimony, meeting or review participating and waiting time, but do not include mileage, traveling or other traveling costs. Payment will be made in accordance with established hourly rate set forth in the attached Rate Sheet. The Buyer will make every attempt to notify the Provider well in advance of the Provider's requirement to appear at the hearings meetings or reviews. When possible, subpoenas will be provided.

The Provider is responsible for participation in the CST and FAPT process.

6. **REPORTING REQUIREMENTS:** The Provider shall prepare written reports, in accordance with the schedule below, for each child covered by this Addendum and relevant to the services provided. The CPMT case manager shall read and approve or disapprove the written report within ten (10) days of receipt. If the CPMT case manager determines the report to be inadequate, then such determination shall be communicated to the Provider. Payment may be withheld until the report is satisfactory. Any costs associated with the preparation of the reports are included in the relevant hourly rate and therefore cannot be billed as a separate itemized cost. In the event that the provider fails to submit any written report within the stipulated time, the Buyer may withhold payment of the Provider invoices until said reports are received and approved.
- i) The written SP must be received within thirty (30) days after the initial joint interview of the child, CPMT case manager, family and Provider.
 - ii) The written Progress report must be received within ten (10) working days following each month in which the services were provided. The Progress report shall include the services provided; the date, times and hours those services were provided (contact notes); the goals; the progress toward the goals; and when applicable, the plan for transitional services.
 - iii) The written Termination Summary must be received within ten (10) working days following the termination of services to the client.

In addition, the Provider, by telephone or office visit, shall apprise the CPMT case manager about the child's progress and activities, as necessary. Such communications will not replace the required written reports.

7. **SOC/REC:** The rate for soc/rec is incorporated into the hourly rate of the home based counselor. Movies, bowling or other activities requiring money are limited to one of those activities no more than every two weeks. Activities focusing on relationship building, other than movies, are preferred.

8. **PAYMENT THROUGH INSURANCE:** The Provider agrees to accept the family's insurance (including CHAMPUS or its equivalent), or Virginia Medicaid or FAMIS for payment of services, provided that the Buyer obtains the permission and signature of the parent or legal guardian of the child. CSA will not fund services covered by the above forms of insurance if that insurance is made available to pay for services.

When all or any portion of the services rendered by the Provider hereunder is covered by a policy of insurance, CHAMPUS (or its equivalent), Medicaid, or FAMIS, the Provider shall submit claims for such service to the insurance company holding such policies or to CHAMPUS (or its equivalent), as the case may be. The Buyer shall pay the balance remaining due, if any, within forty-five (45) days after the Provider furnishes satisfactory evidence to the Buyer that the payment by the insurance company or CHAMPUS (or its equivalent) is the full amount. If the Provider receives Virginia Medicaid or FAMIS payments for services rendered under this Agreement, such payments shall constitute payment in full for those services.

IN WITNESS THEREOF the parties have caused this Addendum to be executed by officials hereunto duly authorized.

Authorized Representative of Provider

M. Gail Ledford

Title

CSA Program Manager

Date

Date